

Sandy Rose Floral, Inc.
Rental Agreement Contract

The properties (props) described on the Sandy Rose Floral, Inc. (SRF) Check-Out Sheet are leased upon the terms set forth below.

Acceptance of this contract- The Lessee accepts the terms and conditions of this lease. The lease period shall commence on the date set forth on the SRF Check-Out sheet. SRF's minimum rental fee is \$35. Rentals and Loss and Damage orders are billed separately. All "Cash on Delivery" account payments are due at time of pick-up. All "Credit Account" invoices are due within 30 days of pick-up.

Condition of rented props- All items are rented as "props" and are rented in "as-is" condition. SRF offers no warranty or guarantee, expressed or implied, for the actual serviceability or condition of said props.

Return of rented props- On any termination of this lease said props shall be returned by Lessee to SRF at its plant in as good condition and repair as when received by Lessee, reasonable wear and tear excepted. All costs of transportation from and to said plant shall be paid by Lessee. Props rented from SRF are not for sale. This contract in no way constitutes or implies transfer of ownership or title of said props.

Additional Rental- The rental specified on the SRF Check-Out Sheet is for the dates as specified for the return of said props. If the props are retained by the Lessee after such date, additional rental will be charged weekly at the Lessor's standard rate. Lessee further agrees to not dispute the payment of any additional rental, loss and/or damage charges or any other additional charges that are due, based on Lessee's failure to provide Purchase Orders.

Deposits- A deposit may also be required at the time of rental, the amount of which shall be determined by SRF. All deposits received by SRF shall be held as security until the Lessee's obligations are fully performed. The amount of any deposit in no way defines or limits the Lessee's liability for costs or obligations to SRF incurred by Lessee.

No Sublet/Copies- Lessee shall not assign this lease or interest therein or sublet any item leased from SRF. If Lessee does sublet any props procured from SRF, Lessee agrees to pay SRF 100% of any fees derived from said sublet.

If Lessee makes copies of any props procured from SRF, Lessee agrees to either give to SRF said props or to pay to SRF an amount equivalent to the amount of one week's rental for each copy.

Loss and Damage Replacement Costs/Values- The props shall not be altered by the Lessee without the express written consent of Lessor (SRF).

Replacement costs (valuations) are always charged in addition to rental and/or any other costs. Rental amounts are never applied towards replacement costs.

Lessee agrees that should a loss occur of any or all of the props rented under this agreement, or if said props become damaged, for whatever reason or from an Act of God, that Lessee is fully responsible and agrees to pay SRF the amount of the Replacement Value. Lessee agrees that the amounts of the Replacement Valuations as stated on the SRF Check-Out Sheet are a fair and accurate representation of the worth and replacement valuation of the props rented.

When props procured from SRF are returned in a Damaged condition, SRF maintains the sole right to determine if said props are repairable or not. SRF has the sole right to determine the amount charged to the Lessee as Damage, with the understanding that a charge for Damage will never exceed the Valuation. Loss and Damage charges may include, but are not limited to: Costs to repair, both in-house and/or by outside agents, mileage, a rental charge for the time the item is out of service and a devaluation of the item even

after being repaired. SRF has the sole right to determine that said props are "totaled" (defined as so damaged as to not be fixable), and in that event, charge to the Lessee the full Valuation.

Indemnification- Lessee agrees to defend, indemnify, and hold harmless SRF, as well as any affiliated and related divisions and entities and each of its shareholders, directors, agents, officers and employees, from and against any and all costs, losses, claims, liabilities, settlements, judgments, expenses, reasonable attorneys' fees, suits, damages or claims for damages of any kind howsoever caused, related to any props rented from SRF, including, but not limited to, those arising out of any injury or death to any person or persons or animals, or damage to any property of any kind whatsoever, regardless of the cause of said damage or injury. This includes but is not limited to any damage or injury caused by any overhanging or overarching frameworks, standing metal, plaster or wood frameworks, pedestals, any glass, ceramic, metal, plaster, stone containers etc., not only if used in a proper and safe manner, but especially if caused by the misuse or misrepresentation by Lessee or Lessee's agent or by anyone else regardless of whether said props are in or out of Lessee's possession or control.

Clearances, Releases and Intellectual Property Rights- The Lessee has exclusive control over how a prop may be used, including the context of the use. SRF does not know what end use a Lessee may make of a prop, including the context of use. No model, property, trademark or other release is provided for any props and it is up to Lessee to determine if a release or other legal clearance is necessary for Lessee's intended use and the release Lessee may need. It is Lessee's sole and exclusive responsibility to obtain its own independent legal advice about any legal release and clearance requirements and issues. SRF can provide no legal release or clearance of any kind or nature.

Insurance- Lessee agrees to carry at Lessee's sole cost and expense such insurance as shall be adequate to cover any loss of the property as described on the SRF Check-Out Sheet at the full valuation listed for the property. Lessee also acknowledges that said insurance does not negate or lessen in any way Lessee's financial obligations under this contract.

Further, Lessee agrees to carry, at Lessee's sole cost and expense such public liability, property damage and worker's compensation insurance as shall be adequate to protect the interest of SRF herein. Said policies shall be adequate to protect the interest of SRF herein. Said policies shall name SR as well as the Lessee as the parties insured.

Lessee agrees that if an insurance claim is instigated by any party to reimburse SRF for any expenses as set forth in this contract, that Lessee will guarantee to pay to SRF any difference between any amount owed under this contract, and any amount paid to SRF by any insurance company or any other individual, company, agency, or source of any kind. Lessee agrees to act in good faith on behalf of SRF to work with any insurance company to obtain any and all payments due to SRF, until SRF is made whole for any and all debts arising out of said amount(s).

The Lessee guarantees that all insurance policies required by this lease shall remain in effect for the duration of the rental period, which includes both the initial period and any periods after that, and that SRF shall be named both Additional Insured and Loss Payee on a hard copy Certificate of Insurance which will be delivered to SRF on or before the date the rental period is to begin. Failure to provide proof of insurance prior to the date the rental period is to begin may result in the purchase of such insurance by SRF. The cost of said insurance will be chargeable to Lessee's account and will be due and payable upon receipt of invoice issued to Lessee by SRF.

Taxes- Sales Tax does not apply on the lease of the props in this contract because the property is being leased in substantially the same form as acquired by the Lessor, and the Lessor acquired the property in a transaction that was a retain sale with respect to which the retailer has reported and paid the tax.

Payment- All funds are billed and payable in US currency only. All payments by check or other negotiable instrument shall be drawn on a US bank. Lessee agrees to pay all fees incurred by SRF. Any such fees or charges owed by Lessee are due and payable on demand. Any debts owed to SRF are not

deemed paid off until all monies due, including, but not limited to, payment for said charges and fees, have been received by SRF.

Termination of lease- This lease may be terminated at any time by SRF by written notice.

Failure of Lessor- Any failure of SRF to insist upon strict and/or prompt performance of any of these covenants hereunder and/or the acceptance of such performance hereunder shall not constitute or be construed as a waiver of SRF's rights hereunder to enforce the same strictly according to the tenor thereof in the event of a continuing or subsequent default on the part of the Lessee.

Additional- Time is of the essence for this agreement and for all the terms, provisions, covenants and conditions hereof.

This agreement contains all of the terms upon which the described props are leased and supersedes and controls any other orders or proposals, written or unwritten heretofore given with respect thereto unless the terms hereof are expressly modified by a later agreement signed by both of the parties. If suit is commenced or an attorney is employed, or if SRF incurs other costs to enforce any obligation of the Lessee hereunder, or to collect monies owed SRF by Lessee under the terms of this agreement hereunder, Lessee agrees to pay all costs of collection incurred by SRF including but not limited to investigations, court costs, collection agency costs, and/or reasonable attorney's fees. Lessee agrees that all the terms and conditions of this contract are fair and reasonable.

SRF acknowledges that all right to Lessee's "work product" i.e. photographs, film and digital recordings, and all other media technology currently in use or shall be created in the future shall remain the sole property of the Lessee once all invoices are paid and the account closed.

Lessor: Sandy Rose Floral, Inc.

Lessee/Company Name

Production/Show Title

Signature

Authorizing Signature

Print Name

Print Name

Title

Title

Date

Date

